

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735642

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Outside Interactive, Inc.		04/25/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	IDEAfit, Inc.		
Street Address:	7875 Highland Village Place		
Internal Address:	Suite B102-453		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92129		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4391330	FITNESSCONNECT	
Registration Number:	3358535	IDEA	
Registration Number:	1451415	IDEA	
Registration Number:	1562819	IDEA	
Registration Number:	4223603	INNER IDEA	
Registration Number:	2944372	INSPIRE THE WORLD TO FITNESS	
CORRESPONDENCE DATA			
Fax Number:	8587938099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	858-793-8090		
Email:	mark@bibr.com		
Correspondent Name:	Mark I. Reichenthal		
Address Line 1:	2011 Palomar Airport Road		
Address Line 2:	Suite 306		
Address Line 4:	Carlsbad, CALIFORNIA 92011		
NAME OF SUBMITTER:	Mark I. Reichenthal		
SIGNATURE:	/Mark I. Reichenthal/		
DATE SIGNED:	06/17/2022		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made effective as of April 25, 2022 (the “Effective Date”), by and between **Outside Interactive, Inc.**, a Delaware corporation having offices located at 1600 Pearl Street, Suite 300, Boulder, CO 80302 (“Assignor”), and **IDEAfit, Inc.**, a California corporation having offices located at 7875 Highland Village Place, Suite B102-453, San Diego, California (“Assignee”).

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks, trade names and all associated applications and registrations listed on **Schedule A** hereto (the “Marks”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the “Purchase Agreement”) pursuant to which Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, certain assets and liabilities of Assignor including the Marks, all as further described in the Purchase Agreement;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor’s entire right, title and interest in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee’s sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

Outside Interactive, Inc.,
a Delaware corporation

DocuSigned by:
Robin Thurston

By: _____
Name: Robin Thurston
Title: Chief Executive Officer

Address: c/o Robin Thurston
1600 Pearl Street, Suite 300,
Boulder, CO 80302

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On the _____ day of _____, 2022, before me personally appeared Robin Thurston, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in his authorized capacity as the President of Outside Interactive, Inc., a Delaware corporation, and acknowledged the instrument to be the free act and deed of such corporation for the uses and purposes mentioned in the instrument.

My Commission Expires:

Notary Public

Printed Name:

[Assignee signature page follows]

